

**AMENDMENT NO. 2 TO THE AGREEMENT FOR PROFESSIONAL CLAIMS
ADMINISTRATION SERVICES FOR SELF INSURANCE PROGRAM
WITH CARL WARREN & COMPANY, LLC**

This Amendment No. 2 to the Professional Services Agreement for Claims Administration Services is made and entered into as of **July 1, 2023** by and between the **City of Upland**, a municipal corporation ("City") and **Carl Warren & Company, LLC**, a limited liability company ("Consultant"). City and Consultant are sometimes referred to herein individually as a "Party" and collectively as "Parties."

WHEREAS, the City and Consultant have entered into an agreement dated July 1, 2021 for the purpose of providing claims administration services for the City's self-insurance program (the "Original Agreement").

WHEREAS, the City and the Consultant entered into Amendment No. 1 to the Original Agreement as of July 1, 2022.

WHEREAS, the current term of the Original Agreement as amended shall expire on **June 30, 2023**.

WHEREAS, pursuant to Section 5 of the Original Agreement, the Parties may by mutual written consent extend the term of the Original Agreement for three (3), one (1) year additional terms.

WHEREAS, the Parties desire to extend the Original Agreement as amended for the second one year extension and outline payment provisions for the continued performance of services.

NOW, THEREFORE, the Parties agree:

1. The Original Agreement as amended is hereby extended for an additional **one (1)** year term beginning on **July 1, 2023** and ending on **June 30, 2024** ("Renewal Term").
 - a. City agrees to pay Consultant twelve monthly installments of four thousand sixty-seven dollars and fifty cents (\$4,067.50) commencing **July 1, 2023**, for services rendered under the Original Agreement with a not to exceed amount of forty-eight thousand eight hundred ten dollars (\$48,810).
 - b. If City chooses to elect the third and final one (1) year extension, the not to exceed amount will be increased to forty-eight thousand, eight hundred ten dollars (\$48,810) that will be paid out to Consultant in twelve monthly installments of four thousand sixty-seven dollars and fifty cents (\$4,067.50).
2. All the remaining terms and conditions of the Original Agreement as amended shall remain unchanged and in full force and effect and shall govern the conduct of the Parties during the Renewal Term.
3. Each person signing this Amendment No. 2 to the Original Agreement on behalf of a Party represents and warrants that he or she has the necessary authority to bind such Party and that this Amendment No. 2 is binding on and enforceable against such Party.

4. This Amendment No. 2 may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the City and Consultant have approved this Amendment No. 2 effective on the day and year first above written.

CITY:

City of Upland
460 N. Euclid Ave.
Upland CA 91785

CONSULTANT:

Carl Warren & Company, LLC
11209 N. Tatum Blvd, Suite 130
Phoenix, AZ 85028

By: _____

Michael Blay
City Manager

By: _____

Richard McAbee
Chief Marketing Officer

ATTEST:

By: _____

Keri Johnson
City Clerk

APPROVED AS TO FORM:

By: _____

Stephen P. Deutsch
City Attorney